

**MASTER CONTRACT**

**BETWEEN**

**THE CITY OF MARION, IOWA**

**AND**

**THE MARION POLICEMAN'S  
PROTECTIVE ASSOCIATION**

**JULY 1, 2006**

**TO**

**JUNE 30, 2009**

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**ARTICLE I**  
**JOB CLASSIFICATION**

1. The Employer agrees that in the event any new classification is established, the Employer will notify the Association at least forty-five (45) days prior to the establishment of any new classification.
2. If any new classification is established by the Employer, the Employer and the Association will meet to decide if it will be included in the bargaining unit. If it is determined the new classification is in the bargaining unit, the Employer and Association shall meet to bargain the wage rate for the new classification.

**ARTICLE II**  
**DUES DEDUCTION**

1. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the City agrees to deduct the regular monthly Association dues of such employee from his/her pay and remit such deductions of the succeeding month to the official designated by the Association in writing to receive such deductions. The Association will notify the City in writing of the exact amount of such regular membership dues to be deducted. The City shall deduct one-twelfth (1/12th) of the total dues from each such employee each month.
2. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

### **ARTICLE III WAGES**

1. Appendix "A" attached hereto and made a part of this Agreement displays the wage schedule to be paid for all classifications represented by the Association.
2. All members shall receive overtime pay at the rate of time and one-half (1-1/2) of the employee's regular rate of pay for all hours worked in excess of their normal work day. The method of payment for overtime, be it monetary compensation or compensatory time off, will be determined by the employer and the employee before overtime is worked. All overtime not covered by minimum pay requirements shall be pro-rated to the nearest .25 (1/4th) hour.
3. A patrol officer assigned to Officer in Charge (OIC) or similarly named position in charge of a shift in the absence of a Sergeant shall receive Sergeant's Target Pay. A detective assigned as Acting Lieutenant in the absence of the Investigation Lieutenant shall receive Lieutenant's Target Pay. When assigned to serve as OIC for two (2) hours or more, the officer/detective shall receive Target Pay for the applicable position for that period of time.
4. For all required court appearances and/or hearings in excess of their normal work shift, employees will be compensated at the overtime rate with a guaranteed minimum of two (2) hours compensation. Telephone conferences will be compensated at the overtime rate as per above except at a guaranteed minimum of one (1) hour. In order to be compensated for telephone conferences the officer will provide the subpoena and may be required to furnish additional information.
5. A member's hourly rate of pay shall be determined by the member's annual salary divided by two thousand eighty (2080).
6. Overtime work shall normally be distributed equally within the commissioned and noncommissioned employees of the bargaining unit regardless of job classification or assignment. The distribution of overtime shall be equalized whenever possible, over each ongoing six (6) month period. A record of overtime hours worked by each employee shall be posted on the department bulletin board monthly.
7. Employees ordered to work required overtime shall be contacted in reverse order of their accumulated overtime. The first qualified employee personally contacted shall be required to work or the employee may find a replacement.
8. Any required in-service training, while the employee is not on duty, will be compensated with time and one-half (1-1/2).
9. The employer may require attendance of an employee at any location for the purpose of training. The employer will, in addition to paying the cost of tuition, provide necessary books and/or supplies; if outside of Linn County, pay for meals, lodging and the expense of transportation and travel time in accordance with F.L.S.A.
10. In addition to the annual salaries, all members in the department having five (5) or more years of service in the City of Marion shall receive annual longevity benefits as additional wages as stated on the wage schedule for this Agreement.

11. An employee called in shall receive time and one-half (1-1/2) pay, minimum of two (2) hours.

12. Tuition Reimbursement.

- a. Employees of the bargaining unit actively pursuing a degree which is job related shall receive reimbursement for tuition and books of fifty percent (50%). To be eligible for tuition reimbursement, the degree must be job related.
- b. Eligibility for this benefit shall be determined by the following criteria and procedures:
  - (1) In order to be eligible for tuition and book reimbursement, the course taken must be a required or elective course for a degree (either AA or BA from an accredited institution) in the law enforcement field. The employee shall obtain course approval from the Chief of Police prior to taking the course. In case of a dispute, the City Manager shall determine whether a course qualifies.
  - (2) No employee will be allowed to take courses on duty time.
  - (3) Only full-time permanent employees who have successfully completed their probationary period are entitled to tuition reimbursement.
  - (4) To obtain tuition reimbursement, employees:
    - (a) Shall have the institution send a transcript at the employee's expense, to the Chief of Police.
    - (b) Must show, through the transcript that the course has been successfully completed and the employee received a grade of a C or better.
  - (5) Tuition reimbursement will be made either directly to the educational institution or the employee when a receipt of payment of the employee's share is presented and the above criteria are met. No tuition reimbursement will be effected if the cost is assumed by another institution, scholarship, or grant-in-aid. This program is for college level work towards a law enforcement degree.
  - (6) If an employee who has received tuition reimbursement terminates work with the City within one (1) year after completion of the course, an amount equal to the reimbursement will be deducted from his/her last check.

13. Education Incentive.

- a. Employees of the bargaining unit shall receive education incentive as follows:
  - (1) Master of Arts/Science degree: \$135/month
  - (2) Bachelors of Arts/Sciences degree: \$105/month
  - (3) Associates of Arts/Science degree: \$60/month
  - (4) Other Course Work: \$1.00 per month per credit hour to a maximum of 60 hours.

b. Eligibility for education credit shall be determined by the following criteria and procedures:

- (1) For purposes of computing the monthly credit benefit, hours shall be expressed as semester hours. A course rated by quarter (1/4) hours will be given a three to two (3:2) ratio of semester hour's credit. For example a three quarter (3/4) hour course shall be given two (2) semester hours credit.
- (2) The monthly compensation shall be applicable to courses heretofore and hereafter completed.
- (3) Those hours for which the employees will receive the monthly allowance will mean a post secondary subject which is taken as a required or elective course for a degree (either AA or BA from an accredited institution) in the law enforcement field. This provision applies to both commissioned and non-commissioned employees. The employee shall obtain course approval from the Chief of Police prior to taking the course. In case of a dispute, the City Manager shall determine whether a course qualifies.
- (4) Only full-time permanent employees who have successfully completed their probationary period are entitled to education credit.
- (5) To qualify for Education Credit, employees:
  - (a) Shall have the institution send a transcript, at the employee's expense, to the Chief of Police.
  - (b) Must show, through the transcript that the course has been successfully completed and the employee received a grade of a C or better.
- (6) In no case is education credit pay to be granted for completion of course work at the Law Enforcement Academy or similar institutions. This program is for college level work towards a law enforcement degree.
- (7) The monthly credit allowance shall be paid commencing the first pay period after submission of proof of completion of courses.

## **ARTICLE IV EMPLOYEE HOURS AND DUTIES**

1. The standard work week shall consist of forty (40) hours, and these forty (40) hours will be worked in no less than four (4) consecutive ten (10) hour days or no more than five (5) consecutive eight (8) hour days.
2. Employees shall be assigned to a steady shift with the right, so far as practical, to choose tour of duty on the basis of seniority if ability, experience, training and grade are equal. Requests for transfers shall be determined in the same manner. Trading of shifts shall be allowed with the approval of the Chief of Police or his/her designee, consistent with the best interests of the department taking into account ability, experience, training and grade.
3. In the case of training or temporary, emergency assignment, the Chief of Police may assign an employee to a different work schedule. Such change shall not be used to avoid the seniority bidding system or as a method of eliminating overtime and shall be for a specified period of time.
4. Breaks.
  - a. All noncommissioned employees' work schedule shall provide a fifteen (15) minute break, as far as practical, during each four (4) hour shift period. Noncommissioned employees who work beyond eight (8) hours for a minimum of four (4) hours will be granted an additional fifteen (15) minute break to be taken within the first two (2) hours of overtime. At management's discretion, breaks may be combined during the overtime period.
  - b. Whenever possible, each commissioned employee shall receive two (2) fifteen (15) minute breaks during each work day and a thirty (30) minute lunch period at time to be designated by the Shift Supervisor. Employees will be on call during their lunch and break periods. Break periods will not be cumulative during the work period except as approved by the immediate supervisor.

## **ARTICLE V HOLIDAYS**

1. All employees shall be guaranteed twelve and one-half (12-1/2) paid holidays per year whether worked or not.
2. Holidays shall fall into the following classes:
  - (a) Class I – Christmas, Thanksgiving, Easter, New Year's Day, Fourth of July, Memorial Day.
  - (b) Class II – Labor Day, Good Friday, Day after Thanksgiving, Day before Christmas, and one-half (1/2) day before New Year's, Two (2) Personal Days.
3. Employees who work any part of a Class I holiday shall earn time off at a rate of two (2) hours for each hour worked. Employees who work any part of a Class II holiday shall earn time off at a rate of one (1) hour for each hour worked.
4. Earned holiday time shall accumulate to a maximum of 100 hours at any point in time. Holiday time earned beyond the accrual will be forfeited. It will be the employee's responsibility to regulate their accumulated earned holiday time. In the event the employer denies an employee's request for holiday time, the employee may carry the denied time off over the 100-hour limit. The employee then has sixty (60) days to comply with the 100-hour maximum accrual.
5. When an employee requests to use his/her two (2) personal days, the employer shall not deny the request except under emergency or exigent circumstances. If the employer determines to replace the employee, the time to be worked will be posted as overtime work to bid. Should no employee bid to work, the employer will assign an employee to work.
6. Earned holiday time must be taken in increments of not less than one hour, subject to the approval of the supervisor. Requests to take earned holiday time shall be submitted in writing to the employee's immediate supervisor seventy-two (72) hours prior to the time requested off. Employees may be permitted to take holiday time off with less than seventy-two (72) hours prior to notice at the supervisor's discretion. Employees will be notified of the status of their request not later than twenty-four (24) hours following its submission.
7. Should the employer determine that an employee should take a holiday off the employer will first solicit volunteers. If more than one (1) employee volunteers the most senior employee will take the day off. Should no employee volunteer, the employer will order the employee with the greatest amount of accumulated holiday time to take the time off.
8. Employees hired prior to January 1 of the contract year shall receive two (2) personal days. However, any employee hired after January 1 of the contract year will receive one (1) personal day. All other employees shall receive two (2) personal days at the beginning of each contract year. Both personal days must be used in the fiscal year in which they are accrued.
9. Employees on probation shall accrue their personal days but shall not be eligible for such days until completion of their six (6) month probation period. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.



## **ARTICLE VI VACATION**

1. All employees shall earn annual vacation pay as follows:

<b>Years of Service</b>	<b>Vacation Period</b>	<b>Monthly Accrual</b>
1 <sup>st</sup> Year	80 hours	6.66 hours
3 <sup>rd</sup> Anniversary	100 hours	8.33 hours
7 <sup>th</sup> Anniversary	120 hours	10.00 hours
11 <sup>th</sup> Anniversary	160 hours	13.33 hours
17 <sup>th</sup> Anniversary	200 hours	16.66 hours

2. Beginning employees are eligible for one (1) week vacation after the first six (6) months of service.
3. Employees requesting vacation of forty (40) hours or more shall submit the leave request to their supervisor fourteen (14) calendar days prior to the first (1st) shift request for vacation time.
4. Employees requesting vacation of less than forty (40) hours shall submit the leave request to their immediate supervisor ninety-six (96) hours prior to the requested vacation time.
5. Except as otherwise provided by this section, vacation and holiday requests will not be denied if no more than one (1) employee per shift requests vacation or holiday.
6. The parties agree that this procedure will be utilized for all vacation and holiday scheduling, however nothing herein shall prevent the employer from denying vacation or holiday requests due to circumstances beyond its control or from granting additional employee vacation or holiday requests should circumstances permit. Whenever operations permit, it is the intent of the employer to grant vacation or holiday requests as submitted by an employee.
7. This Article does not guarantee that employees will be replaced because of granted vacation, holiday or other leave time.
8. Accrued vacation will be limited to two (2) years of vacation time at any point in time.

## **ARTICLE VII LEAVES OF ABSENCE**

### **1. Sick Leave.**

- a. Employees shall accrue sick leave with pay at the rate of one and one-half (1-1/2) days per calendar month for the first four (4) years of service. After four (4) years employees will accumulate one (1) day per month up to the total accumulation of one hundred twenty (120) days. An employee who has used all of his/her accumulated sick leave may request from another employee use of the other employee's accumulated sick leave rather than taking time off without pay. However, this should be used as a last resort and only if all other paid leave has been used. Furthermore, in no event can an employee use more than a total of thirty (30) days of accumulated sick leave acquired from other employees.
- b. If any employee gives sick leave to another per Paragraph 1a above, the same shall be voluntary and the employer shall honor such sick leave, which must be confirmed by written assignment on a form furnished by the City.
- c. The City may require such reasonable evidence as it may desire confirming the necessity of such benefits.
- d. A maximum of five (5) days of accumulated leave shall be available in the contract year for family illness (spouse or child) and doctor/dental appointments. Also, employee doctor and dental appointments shall be considered proper use of sick leave should the employee be unable to schedule such appointment(s) outside duty hours.
- e. All sick leave benefits shall terminate and/or be forfeited upon termination of employment, except that upon retirement commissioned employees shall be paid, as part of the employee's last year of employment, fifty percent (50%) of sick leave accumulated, to a maximum of sixty (60) days.
- f. Sick leave for commissioned police personnel shall not be deducted due to an on-the-job illness or injury. All other employees subject to worker's compensation may take such sick leave allowance to which they are entitled under this Article and the prorated amount will be added to the amount of disability worker's compensation which will result in an equivalent payment to the employee of a full salary for any particular work period.

### **2. Maternity Leaves.**

- a. Employees, as determined by the employee's physician, who are disabled as a result of pregnancy, miscarriage or abortion shall be entitled to use accumulated sick leave for the period of the disability.
- b. Employees exhausting their sick leave may be entitled to a leave of absence without pay. Whenever possible, the employee shall submit written notification at least four (4) weeks prior to their anticipated departure, stating the probable duration of the leave. Such leaves may be granted for a period of time up to but not exceeding six (6) months. Upon the request of the employee, accompanied by a physician's written statement, maternity leaves may be extended in increments of thirty (30) days, but not exceeding six (6)

months in total. However, in no case shall the total period of leave exceed twelve (12) months.

- c. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to perform satisfactorily the duties of her position. The employer is absolved of any liability pertaining to the pregnancy wherein the employee, counter to their physician's recommendation, continues to work.

### 3. Family and Medical Leave.

- a. Employees of the City are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993 and the regulations implementing the Act.

### 4. Death in Family Leave.

- a. In the event of a death in the family of an employee, the employee may be granted an adequate leave of absence up to three (3) days with full pay to make household adjustments or attend funeral services.
- b. For the purposes of this section the immediate family shall be deemed to include the following: spouse, child, foster child, grandchild, father, mother, sister, brother, legal dependent, legal guardian, and grandparents of the employee and those of the employee's spouse. The term mother, father, and children shall include stepmother, stepfather and stepchildren. The term brother and sister shall include a brother and sister of the half-blood relationship.

**ARTICLE VIII**  
**GROUP HEALTH AND LIFE INSURANCE**

1. The City shall pay the complete cost of the Alliance Select or comparable health plan for the employee and his/her family (if eligible), at deductible rates of \$250 single and \$500 family and out-of-pocket maximums of \$750 single and \$1,000 family. Effective January 1, 2007, employee co-pay will be 20% in-network; 30% out-of-network.
2. If an employee who is eligible for family coverage elects only single coverage, the employee will receive one thousand eight hundred ninety-one dollars (\$1,891.00) as additional wages. However, if an employee's employment began prior to July 1, 1980, that employee may receive one thousand eight hundred ninety-one dollars (\$1,891.00) in additional wages if that employee takes single health insurance coverage regardless of that employee's insurance eligibility status. This shall apply both to commissioned and non-commissioned police personnel. The one thousand eight hundred ninety-one dollars (\$1,891.00) shall be paid in twelve (12) equal monthly installments.
3. All employees must take single insurance coverage, unless otherwise covered by another city policy.
4. The City shall not reduce any part of the benefits or coverage on any of the employee's group health and life insurance, including the family plan, without prior negotiations with the Association.
5. Any commissioned officer who retires from the force and receives retirement benefits under Chapter 411 of the Code of Iowa and who is uninsurable with respect to hospital and health insurance and elects to continue his insurance with the City carrier under its applicable provisions, will be reimbursed for one-half (1/2) of the premium cost not to exceed the maximum amount for an active member. The officer shall submit proof of uninsurability. This benefit terminates if the officer becomes an employee or self-employed.
  - a. Any officer becomes an employee or self-employed if he/she becomes subject to withholding of or payment of FICA taxes
6. Persons retired for disability for which Chapter 411 of the Iowa Code provides a continuing duty of hospital indemnification shall elect to continue his/her insurance coverage and the City shall pay all costs thereof.
7. Life Insurance.
  - a. The City shall pay the cost of a thirty thousand dollar (\$30,000.00) term life insurance policy for each employee.
8. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and date of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

**ARTICLE IX**  
**SEPARATION BENEFIT**

1. In the event of an employee's death, all said employee's unpaid wages including longevity, and any other compensation as well as vacation and holiday pay, shall immediately become payable to the employee's spouse or to the employee's estate as determined by the employer. Payment for longevity and any other premium pay shall be made on a prorated basis for the number of full days from the last payment to date of employee's death.
2. If an employee retires, resigns in good standing, or is otherwise discharged, all said employee's unpaid wages including longevity and other allowances and premiums, shall immediately become payable to the employee. Payment for longevity allowances and premiums shall be made on a prorated basis for the number of full days from the last payment to the date of separation from service.

## **ARTICLE X GRIEVANCE PROCEDURE**

### **1. Definition.**

- a. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

### **2. Purpose and Procedure.**

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employees or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether interference has occurred under this Article. Unless agreed to by the employer, all grievances shall be processed outside the employee's work day.
- d. All grievances must be presented within seven (7) working days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure.
- f. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.
- g. At all steps of a grievance the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

### **3. First Step.**

- a. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her immediate supervisor. The Supervisor will schedule the informal discussion as soon as possible but not later than three (3) employee working days from the employees request for an informal conference. If requested by the allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

4. Second Step.

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. The appropriate supervisor shall hold a meeting at a mutually agreed upon time with the aggrieved and his/her representative and shall render a written decision to the aggrieved employee within ten (10) calendar days after the grievance was filed. In the event the meeting time cannot be agreed upon the time lines may be extended by the party available at the earliest date. Such extension shall not exceed the difference between the first (1st) date offered and the alternative suggested date.

5. Third Step.

- a. In the event the grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal to the Chief of Police within five (5) calendar days of the written decision. Within five (5) calendar days after the chief receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative. The Chief of Police shall render said decision and communicate it in writing within five (5) calendar days following the meeting between the Police Chief and the aggrieved.

6. Fourth Step.

- a. In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved, if he/she so desires, may file an appeal of the Chief of Police's answer within seven (7) calendar days of the said written decision with the City Manager and/or his/her representative. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the City Manager shall meet in an attempt to resolve the grievance. The City Manager and/or his representative shall file an answer within seven (7) calendar days of the third step grievance meeting and communicate it in writing to the employee, the Chief of Police, and the representative of the employee.

7. Fifth Step.

- a. If the grievance is not resolved satisfactorily in Step Four, there shall be available a fifth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
  - (1) The grievant or his/her representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted

by an arbitrator to be selected by the two (2) parties within seven (7) calendar days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first (1st) name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding the grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

- (2) The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- (3) Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).



## **ARTICLE XI SENIORITY**

1. In addition to the seniority list required by the Iowa Civil Service Law, the Chief of Police shall post said list at the Marion Police Department for a period of not less than thirty (30) days. Copies shall be sent by the employer to the secretary of the Association on or before July 1st of each year.
2. Any objection to the seniority list as posted shall be reported to the chairperson of the Civil Service Commission and the Chief of Police.
3. Seniority for civil service shall be determined by Civil Service Laws. Seniority for City benefits shall be determined by length of continuous service with the City of Marion.
4. A member shall forfeit his/her seniority rights when he/she resigns, is dismissed, or retires and is not reinstated.
5. The employer is in accord with the principle that seniority should be a consideration in filling position openings provided the member is fully qualified otherwise.
6. Lay-Off Procedures.
  - a. In the event it becomes necessary to lay off civil service employees, the provisions of Chapter 400 of the Code of Iowa shall be followed.
  - b. Employees shall be recalled from layoff in the reverse order of their layoff provided they are qualified for the vacancy. Employees shall be given notice by certified mail, with return receipt, and they have five (5) days from the date of mailing to respond by the same method, after which they will be considered as not desirous of returning to work. Employees shall retain recall rights for one (1) year from the date of their layoff.

## **ARTICLE XII EVALUATION PROCEDURE**

1. Each employee shall be evaluated on an annual basis by his/her immediate supervisor who shall review it with the employee and thereafter place it in the personnel file. When material which is going to be used in an evaluation is placed in an employee's file, the employee will be notified and given a copy of the same. The employee may within forty-eight (48) hours, make written comments concerning his/her evaluation which will be placed in his/her personnel file.
2. Employees shall receive signed and dated copies of each evaluation that is placed in their personnel file. The employee may also be required to sign such items indicating knowledge of their existence and not necessarily concurrence.
3. Employees, upon being notified, shall have the opportunity to attach a response within ten (10) calendar days to any materials placed in their personnel file. Any responses remain attached as long as the material is a part of the file.

## **ARTICLE XIII HEALTH AND SAFETY**

1. If an employee observes any unsafe conditions the employee will report the conditions, in writing, to their supervisor.

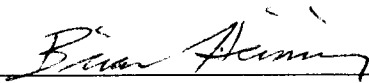
**ARTICLE XIV**  
**COMPLIANCE CLAUSES AND DURATION OF AGREEMENT**


1. Separability. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. The parties shall bargain to replace any clause delete to the extent that it dealt with a mandatory matter under section 20.9 of the Code of Iowa.
2. Printing Agreement. The City will share equally in the cost with the Association of printing and collective agreement.
3. Finality and Effect of Agreement.
  - a. This Agreement supersedes and cancels all previous agreements and practices between the City and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
  - b. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
4. Notices.
  - a. Any notice provided for herein shall be sufficient if it is in writing and personally delivered to one (1) authorized representative or served in accordance to Section 20.24 of the Code of Iowa.
  - b. Authorized representatives of the Association are President, Vice President, Secretary and Treasurer. Authorized representatives of the employer are Mayor, City Manager, City Clerk, or City Attorney.
  - c. In counting days for timely service of a notice, the rules set out in the Iowa Code shall be followed unless otherwise stated in this Agreement.
1. Duration Period.
  - a. This Agreement shall become effective as of July 1, 2006 and shall be in full force and effect through June 30, 2009.
  - b. This Agreement is executed and agreed upon this 30<sup>th</sup> day of June, 2006.

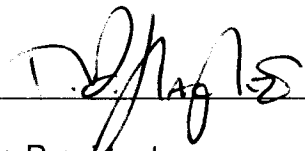
THE CITY OF MARION, IOWA

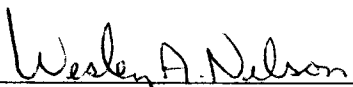
MARION POLICEMAN'S  
PROTECTIVE ASSOCIATION

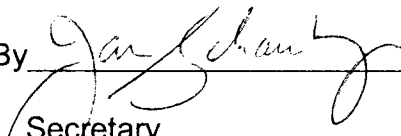
By   
John B. Nieland  
Mayor


By   
President

By   
Jeff Schott  
City Manager

By   
Vice President

By   
Wesley A. Nelson  
City Clerk

By   
Secretary

By   
Gary L. Ray  
Chief Negotiator

By   
Treasurer

## **MEMORANDUMS OF UNDERSTANDING**

1. If the employer requires a change in any previously authorized uniform, the employer will provide the initial uniform change, thereafter it shall be the responsibility of the employee to maintain and replace the uniform.
2. The parties agree that they shall meet to discuss other insurance options and cost containments. These discussions will review the cafeteria concept and its benefits.
3. If the employer requires a change in any previously authorized duty weapon, the employer will provide an authorized duty weapon for the officer's use.
4. The employer asserts that it is the policy of the department that each patrol officer will be provided with an operational portable two-way radio prior to the beginning of each shift. The parties agree that the provision of radios may not be possible due to emergencies or disrepair.
5. Marion Policeman's Protective Association and the City of Marion agree that for the duration of the parties' 2006–2009 collective bargaining agreement, shift assignments will be posted and bid in accordance with Article IV and Article XI every six months. Alleged violations of this letter are subject to Article X, the Grievance Procedure, contained in the parties' collective bargaining agreement. Neither this letter nor any portion thereof shall serve as precedent or evidence in any subsequent fact-finding or arbitration proceeding between the parties.
6. The parties agree that communications operators will receive a uniform allowance in the amount of three hundred dollars (\$300.00) per fiscal year. This allowance will be paid on or before the first payroll in July. Operators will be responsible for all purchase, replacement, and cleaning of communications uniforms.
7. Police officers uniform allowance will be six hundred fifty dollars (\$650.00) per fiscal year. One-half (1/2) of the allowance will be paid on or before the first payroll in July and one-half (1/2) of the allowance will be paid on or before the first payroll in January.
8. The employer may alter an assignment shift for the purpose of required in-service training. The employer shall provide the employee a minimum of fourteen (14) days notice of a schedule change due to in-service training. The employee will be compensated at the employee's regular rate of pay unless the total hours within the work week exceeded forty (40) hours, in which case the employee shall be paid time and one-half (1 1/2). The scheduling of in-service training that requires the alteration of assigned shifts will not be more than once every six (6) months. Employee holidays and vacations approved prior to the scheduled training shall not be canceled. This memorandum expires June 30, 2009 unless the parties mutually agree to continue the memorandum.
9. The parties agree to abide by the following language:

- a. The choice of vacations and shift assignments shall be seniority consistent with the efficient operation of the Police Department.
  - b. Disputes arising over the language set forth in (10a) above shall be governed by the dispute resolution procedure set forth in Personnel Policy Number 3.10, dated July 1, 1988.
10. All employees and those appointed in the future as Field Training Officers (FTO's) shall continue to receive compensation at a rate of one (1) hour at the time and a half for every tour of duty assigned with a probationary officer.
11. Radio room personnel assigned to the position of Information Training Operator (ITO) shall continue to receive compensation at a rate of one (1) hour at time and a half for every tour of duty assigned with a new radio room operator.
13. Whenever possible, Communications Operators shall receive a thirty (30) minute meal break upon availability of a second non-commissioned employee working the same shift at a time to be designated by the shift supervisor. Communications Operators will be on call during their meal break.

[illegible]

[illegible][illegible]



**JULY 1, 2007 (2.0%)**

[illegible]

[illegible]

**JULY 1, 2008 (2.0%)**

[illegible]

[illegible]